

Applying the reasoning of the court to your specific question, it is evident that an advertisement under the name of "The Jones Dentists" is not necessarily an advertisement of a name such as could be construed as belonging to the category of common names. The question is not entirely free from doubt, since "Jones" standing alone does, of course, belong to the category of common names. However, the use of the word "the" in the name is, I believe, sufficient notice that the name is used as a trade name. Upon the statement of facts presented in your letter, it is possible that a court may upon consideration thereof be justified in finding in this specific instance that the use of the name "The Jones Dentists" is violative of Section 12713. But to answer the question categorically, applying the necessary rule of strict construction of penal statutes, I am of the opinion that, under authority of the Craycroft case, it is not prohibited.

In your letter, you mention the fact that across the front of the building wherein the dental offices in question are located appears the name "Dr. Jones, Dentist". Section 12713 provides that "Whoever practices dentistry under a false name * * * shall be fined * * *." Under authority of the Craycroft case, supra, I am of the opinion that the use of the sign "Dr. Jones, Dentist" under the statement of facts submitted in your letter, is violative of Section 12713, General Code.

Summarizing, it is my opinion that:

1. When a person who owns a dental office employs a registered dentist, pays all bills, signs all advertisements and conducts the office generally, such person is practicing dentistry within the meaning of Section 1329, General Code, and should be licensed as required by Section 1320, General Code.

2. The use of the name "The Jones Dentists" by a licensed dentist does not, under authority of the case of *Ex Parte Craycroft*, 24 N. P. (N. S.) 513, constitute practicing dentistry under a false name.

3. The use of a sign on a dental office reading "Dr. Jones, Dentist" by other than a licensed dentist of that name is in violation of Section 12713, General Code, prohibiting the practice of dentistry under a false name.

Respectfully,

GILBERT BETTMAN,

Attorney General.

1682.

APPROVAL, ABSTRACT OF TITLE TO LOT OWNED BY ETTA DEMPSEY, IN CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, March 27, 1930.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, warranty deed form, encumbrance estimate No. 247 and controlling board certificate relating to the proposed purchase by the State of Ohio of the following described lot and premises in the city of Columbus, Franklin County, Ohio, the same being more particularly described as Lot No. 15 in R. P. Woodruff's Subdivision of the south half of the south half of Lot No. 278 in R. P. Woodruff's Agricultural College Addition to said city as the same is numbered and delineated upon the recorded plat thereof, of record in plat book 3, page 421, Recorder's Office, Franklin County, Ohio.

Upon examination of the abstract of title submitted, I find that Etta Dempsey, the record owner of the above described lot has a good and indefeasible fee simple title to the same, subject to the following exceptions:

1. It appears that a mortgage was executed by Etta Dempsey and Samuel V. Dempsey, her husband, to J. Charles Cross, under date of April 14, 1920. This mortgage, which was originally for the sum of \$2800.00, is a lien upon the premises to the extent of the amount remaining unpaid thereon, together with interest thereon at the rate of six per cent, as provided for in the note secured by said mortgage.

2. The taxes upon said premises for the last half of the year 1929, amounting to the sum of \$28.06, and which are due and payable in June, 1930, are unpaid, and the same are a lien upon said premises.

An examination of the deed form of the warranty deed to be executed by Etta Dempsey conveying the above described property to the State of Ohio shows that the same is defective in that the consideration to be paid for said property is not stated in said deed form. Otherwise, the form of said deed is such that when the same is properly executed and acknowledged by Etta Dempsey and Samuel V. Dempsey, her husband, said deed will convey to the State of Ohio a fee simple title to the property here under investigation, free and clear of all encumbrances except taxes and assessments due and payable on and after June, 1930, and free and clear of the dower interest of said Samuel V. Dempsey, as above indicated, said deed has not yet been signed by said Etta Dempsey and Samuel V. Dempsey; and before the transaction relating to the purchase of this property is closed, care should be taken to see that said deed is properly executed and acknowledged by the above named grantors and that an opportunity should be given for an inspection of said deed by a representative of this office.

Encumbrance estimate No. 247, which has been submitted to me with the other file relating to the purchase of this property, shows upon inspection that the same has been properly executed. It also appears from said encumbrance estimate that there are sufficient balances in the proper appropriation account to pay the purchase price of this property.

There is likewise submitted to me a copy of a certificate over the signature of the president of the controlling board which shows that at a meeting of said controlling board under date of March 17, 1930, said board approved the release of the sum of \$30,000, the same being the balance of an appropriation of \$55,000 made by the Legislature in House Bill No. 510 for the purchase of land for the use of Ohio State University, and it is assumed that the stated purchase price of the above described property set out in the encumbrance estimate above referred to is included within the sum of \$30,000 released by the controlling board for the purposes above mentioned.

Subject to the exceptions hereinabove noted, I am herewith returning with my approval, said abstract of title, warranty deed form, encumbrance estimate and controlling board certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.